

# EXHIBIT A

UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION

STREETTOYZ CUSTOMS, LLC

PLAINTIFF

VS.

CAUSE NO: 21-CV-585-TSL-RPM

LENDTERRA, INC.,  
AND JOHN DOES 1-5

DEFENDANTS

AMENDED COMPLAINT FOR DAMAGES AND  
WRONGFUL FORECLOSURE

COMES NOW the Plaintiff, STREETTOYZ CUSTOMS, LLC, and files this Complaint for Damages and for Injunctive Relief, and for cause would show unto the Court the following, to wit:

Parties

1. Plaintiff, STREETTOYZ CUSTOMS, LLC, is a corporation organized and existing under the laws of the state of Mississippi.

2. Based upon information and belief, Defendant, LENDTERRA, INC., is a limited liability company organized and existing under the laws of the state of California and may be served with process by serving its registered agent for service of process, ParaCorp Incorporated, 2804 Gateway Oaks Drive #100, Sacramento, CA 95833.

3. Defendants John Does 1-5 are defendants pursuant to the MRCP 9(h) that may be liable in this civil action and whose identities are unknown to the Plaintiff at this time but are expected to be identified during the course of litigation.

Jurisdiction and Venue

4. Jurisdiction over the subject matter is proper in this Court.

5. Complete diversity exists and this matter is properly before this Court.

6. Venue is proper in this Court as part of the conduct complained of and real property herein occurred in Hinds County, Mississippi.

#### FACTS

7. STREETTOYZ CUSTOMS, LLC is the owner of the subject property located in Hinds County, Mississippi at 825 S. West Street, Jackson, Mississippi 39201 and more particularly described in Exhibit "A" which is incorporated herein by reference in its entirety.

8. On January 22, 2019, STREETTOYZ CUSTOMS, LLC executed a Deed of Trust, to McGehee Loan Closings, Trustee, in favor of LENDTERRA, INC. (hereinafter "Lendterra") was filed and recorded on January 24 2019, Deed Book 7230 Page 3230 in the Office of the Hinds County Chancery Clerk at Jackson, Mississippi.

9. On July 15, 2021 Lendterra appointed substituted RUBIN LUBIN, LLC, a Substitute Trustee to act as its agent, in the place of McGehee Loan Closings, the original trustee, the Substitution of Trustee recorded on or about July 15, 2021 in the Office of the Hinds County Chancery Clerk at Jackson, Mississippi.

10. A Substitute Trustee's Notice of Sale on the aforesaid Deed of Trust has been set for the 8<sup>TH</sup> day of September, 2021 between the hours of 11 AM and 4 PM.

11. Said sale was cancelled due to Order of the Hinds County Chancery Court on September 7, 2021 due to the filing of a complaint for damages, request for accounting, and TRO.

12. The case was since removed to this by the Defendant in this cause. The Defendant in this cause subsequently foreclosed December 1, 2021, after providing a notice of foreclosure on or about October 25, 2021.

13. The subject property consists of a business run by the Plaintiff.

Count I – Breach of Implied Contract of Good Faith and Fair Dealing/Bad Faith

14. Plaintiff alleges and incorporates herein by reference the preceding paragraphs above.

15. Lendterra and its authorized representative, made various representations to Plaintiffs regarding management, operations, and the loans of the subject properties. Plaintiff has requested numerous times through counsel and other representatives for an accounting and for explanations on the balance of the loan. There are numerous late charges and accelerations that the Plaintiff does not believe exists and would show there is no justifiable basis for said charges. Plaintiff cannot pay off the loan or continue to pay the loan until the loan is correctly accounted for and correctly calculated.

16. Plaintiffs reallege each and every allegation of the previous paragraphs and incorporate them by reference in this Count.

17. There is implied in every contract a covenant of good faith and fair dealing, requiring at minimum that the parties to the contract act in a manner of good faith and deal with one another fairly. The implied covenant of good faith and fair dealing required Lendterra among other things to deal fairly with Plaintiffs.

18. Lendterra breached this implied covenant of good faith and fair dealing by various representations made to Plaintiffs by Lendterra, its employees, and its authorized representative, regarding management, operations, and the loans of the subject properties. As a proximate cause or result of Lendterra's conduct and breach, Plaintiff has been damaged. The breach of contract was wholly unsupported by any arguable reasons, was willful and in bad faith. Plaintiffs are, therefore, entitled to actual damages, as well as an award of punitive damages and attorney's fees.

Count II - Promissory Estoppel/Detrimental Reliance

19. Plaintiff realleges each and every allegation of the previous paragraphs and incorporate them by reference in this Count.

20. Plaintiff detrimentally relied upon the promises, assurances and representations of Lendterra and its authorized representative which has caused Plaintiffs damages and to which they are entitled to damages as requested herein.

#### Count III – Accounting

21. Plaintiff realleges each and every allegation of the previous paragraphs and incorporate them by reference in this Count.

22. Plaintiff has requested from Defendants the amounts related to, accounted for, and all amounts applied to the loan. Defendants have failed and/or refused to do so and still fail and refuse to do so and have never rendered a full and true accounting to Plaintiff.

23. Plaintiff should be granted a full accounting of all amounts regarding the loan and how any funds from said accounts have been spent or otherwise applied.

#### Count IV – Wrongful Foreclosure

24. Plaintiff realleges each and every allegation of the previous paragraphs and incorporate them by reference in this Count.

25. Based upon the actions of the serving company, the Plaintiffs relied upon the representations made by the lender such that Lendterra Inc. is barred from foreclosure via promissory estoppel resulting in a wrongful foreclosure.

26. Furthermore, the inadequacy of the sales price of the foreclosure shocks the conscience in addition to the actions of the lender such that the foreclosure must be set aside.

27. As such, the foreclosure herein must be set aside and held for naught with title being removed from Lendterra Inc.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, STREETTOYZ CUSTOMS, LLC., request that Judgment by the Court be entered against Defendants, herein, as follows:

- a. Awarding compensatory damages, punitive damages and attorney's fees, together with interest, all costs of court, and such other and further relief as the Court may deem just and proper.
- b. Awarding interest, including pre-judgment and post-judgment interest; Awarding attorneys' fees and costs;
- c. to set the foreclosure aside, and
- d. Granting such other and further relief as the nature of the case may require and as the Court deems just and proper under the circumstances.

Respectfully submitted,

STREETTOYZ CUSTOMS, LLC AND ONRD,  
INC.

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Cody W. Gibson

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